

EXHIBIT A-2

1 CAMPBELL & WILLIAMS
2 J. COLBY WILLIAMS (5549)
3 710 South Seventh Street, Suite A
Las Vegas, Nevada 89101
Telephone: 702/382-5222
702/382-0540 (fax)
4 jcw@cwlawlv.com

5 Local Counsel for Lead Plaintiff
International Trading Group, Inc.

6 ROBBINS GELLER RUDMAN
& DOWD LLP
7 ELLEN GUSIKOFF STEWART
8 RYAN A. LLORENS
9 JEFFREY J. STEIN
JOHN M. KELLEY
10 SARAH A. FALLON
JESSICA E. ROBERTSON
11 655 West Broadway, Suite 1900
San Diego, CA 92101
12 Telephone: 619/231-1058
619/231-7423 (fax)
13 elleng@rgrdlaw.com
14 ryanl@rgrdlaw.com
jstein@rgrdlaw.com
15 jkelley@rgrdlaw.com
sfallon@rgrdlaw.com
16 jrobertson@rgrdlaw.com

17 Lead Counsel for Lead Plaintiff
18 International Trading Group, Inc.

19 UNITED STATES DISTRICT COURT

20 DISTRICT OF NEVADA

21 JOSE CHUNG LUO, Individually and on) No. 2:21-cv-01612-CDS-BNW
22 Behalf of All Others Similarly Situated,)
23 Plaintiff,) CLASS ACTION
24 vs.)
25 SPECTRUM PHARMACEUTICALS, INC., et) PROOF OF CLAIM AND RELEASE
al.,)
26 Defendants.) EXHIBIT A-2
27
28

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on the claims in the Litigation,¹ you must
3 complete and, on page ____ hereof, sign this Proof of Claim. If you fail to submit a properly
4 addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you
5 may be precluded from any recovery from the Net Settlement Fund created in connection with the
6 proposed Settlement.

7 2. Submission of this Proof of Claim, however, does not assure that you will share in the
8 proceeds of the Settlement of the Litigation.

9 10 3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED**
11 **PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED**
12 **HEREIN, ON OR BEFORE _____, 2025, ADDRESSED AS FOLLOWS:**

13 *Spectrum Pharmaceuticals Securities Settlement*
14 Claims Administrator
15 c/o Verita Global
16 P.O. Box 301171
17 Los Angeles, CA 90030-1171
18 Online Submissions:
19 www.SpectrumPharmaceuticalsSecuritiesSettlement.com

20 If you are NOT a Class Member, as defined in the Notice of Pendency and Proposed Settlement of
21 Class Action (“Notice”), DO NOT submit a Proof of Claim.

22 4. If you are a Class Member and you do not timely request exclusion from the Class,
23 you will be bound by the terms of any judgment entered in the Litigation, including the Releases
24 provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

25 5. If you are a Class Member, you will be bound by the terms of any judgments or
26 orders entered in the Litigation WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM, unless
27 you submit a request for exclusion from the Class. Thus, if you are a Class Member, the Judgment

28 ¹ This Proof of Claim and Release form (“Proof of Claim”) incorporates by reference the
29 definitions in the Stipulation of Settlement dated May 9, 2025 (“Stipulation”), which can be obtained
30 at www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

1 will release the Released Defendant Parties from all Released Plaintiff's Claims, and you will be
 2 forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute
 3 any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative
 4 forum asserting any of the Released Plaintiff's Claims against any of the Released Defendant Parties.
 5

6. You are eligible to participate in the distribution of the Net Settlement Fund only if
 7 you are a Member of the Class and if you complete and return this form as specified below. If you
 8 fail to submit a timely, properly addressed, and completed Proof of Claim with the required
 9 documentation, your claim may be rejected and you may be precluded from receiving any
 10 distribution from the Net Settlement Fund.

11. Submission of this Proof of Claim does not guarantee that you will share in the
 12 proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the
 13 Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of
 14 allocation approved by the Court.

16. **CLAIMANT IDENTIFICATION**

17. You are a Member of the Class if you purchased or otherwise acquired the common stock of
 18 Spectrum Pharmaceuticals, Inc. ("Spectrum") between March 7, 2018, and August 5, 2021, inclusive
 19 (the "Class Period"), and are not otherwise excluded from the Class.

20. Use Part I of this form entitled "Claimant Identification" to identify each purchaser or
 21 acquirer of record ("nominee") of the Spectrum common stock that forms the basis of this claim.
 22 THIS PROOF OF CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S)
 23 OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR
 24 ACQUIRER(S) OF SPECTRUM COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

25. All joint purchasers or acquirers must sign this Proof of Claim. If you purchased or
 26 otherwise acquired Spectrum common stock during the Class Period and held the securities in your
 27 name, you are the beneficial owner as well as the record owner and you must sign this Proof of
 28 Claim to participate in the Settlement. If, however, you purchased or otherwise acquired Spectrum

1 common stock during the Class Period and the shares were registered in the name of a third party,
2 such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party
3 is the record owner. The beneficial owner, not the record owner, must sign this Proof of Claim.

4 Executors, administrators, guardians, conservators, and trustees must complete and sign this
5 Proof of Claim on behalf of Persons represented by them and their authority must accompany this
6 claim and their titles or capacities must be stated. Specifically, they must: (i) expressly state the
7 capacity in which they are acting; (ii) identify the name, account number, last four digits of the
8 Social Security Number (or full taxpayer identification number), address, and telephone number of
9 the beneficial owner of (or other Person or entity on whose behalf they are acting with respect to) the
10 Spectrum common stock; and (iii) furnish herewith evidence of their authority to bind to the Proof of
11 Claim the Person or entity on whose behalf they are acting. (Authority to complete and sign a Proof
12 of Claim cannot be established by stockbrokers demonstrating only that they have discretionary
13 authority to trade stock in another Person's accounts.)

14 The last four digits of the Social Security Number (or full Taxpayer Identification Number)
15 and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide
16 the foregoing information could delay verification of your claim or result in the rejection of the
17 claim.

18 You are required to submit genuine and sufficient documentation for all of your transactions
19 and holdings in the Spectrum common stock set forth in the "Schedule of Transactions" in Part II of
20 this Proof of Claim. Documentation may consist of copies of brokerage confirmation slips or
21 monthly brokerage account statements, or an authorized statement from your broker containing the
22 transactional and holding information found in a broker confirmation slip or account statement. The
23 Settling Parties and the Claims Administrator do not independently have information about your
24 investments in Spectrum common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR
25 POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS
26 DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION
27 MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL
28

1 DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator.
 2 Also, please do not highlight any portion of the Proof of Claim or any supporting documents.

3 A Proof of Claim should be submitted for each separate legal entity (*e.g.*, a claim of joint
 4 owners should not include separate transactions of just one of the joint owners, and an individual
 5 should not combine his or her IRA transactions with transactions made solely in the individual's
 6 name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity
 7 including all transactions made by that entity, no matter how many separate accounts that entity has
 8 (*e.g.*, an institution with multiple brokerage accounts that the entity has transacted in Spectrum
 9 common stock during the Class Period).

10 By submitting a signed Proof of Claim, you will be swearing that you: (i) own(ed) the
 11 Spectrum common stock you have listed in the Proof of Claim; or (ii) are expressly authorized to act
 12 on behalf of the owner thereof.

13 By submitting a signed Proof of Claim, you will be swearing to the truth of the statements
 14 contained therein and the genuineness of the documents attached thereto, subject to penalties of
 15 perjury under the laws of the United States of America. The making of false statements, or the
 16 submission of forged or fraudulent documentation, will result in the rejection of your claim and may
 17 subject you to civil liability or criminal prosecution.

18 If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to
 19 the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after the
 20 completion of all claims processing. This could take substantial time. Please be patient.

21 **If you have questions concerning the Proof of Claim, or need additional copies of the Proof of
 22 Claim or the Notice, you may contact the Claims Administrator, c/o Verita Global at P.O. Box
 301171, Los Angeles, CA 90030-1171 or by email at
 23 info@SpectrumPharmaceuticalsSecuritiesSettlement.com, or by toll-free phone at 1-_____ -
 24 _____, or you may download the documents from the Settlement website,
 www.SpectrumPharmaceuticalsSecuritiesSettlement.com.**

25 **III. CLAIM FORM**

26 Use Part II of this form entitled "Schedule of Transactions in Spectrum Common Stock" to
 27 supply all required details of your transaction(s). If you need more space or additional schedules,
 28

1 attach separate sheets giving all of the required information in substantially the same form. Sign and
2 print or type your name on each additional sheet.

3 On the schedules, provide all of the requested information with respect to *all* of your
4 purchases, acquisitions, and sales of Spectrum common stock that took place between March 7, 2018
5 and November 3, 2021, inclusive, whether such transactions resulted in a profit or a loss.² You must
6 also provide all of the requested information with respect to the number of shares of Spectrum
7 common stock you held at the close of trading on March 6, 2018, August 5, 2021, and November 3,
8 2021. Failure to report all such transactions may result in the rejection of your claim.

9
10 List each transaction separately and in chronological order, by trade date, beginning with the
11 earliest. You must accurately provide the month, day, and year of each transaction you list.

12 The date of covering a “short sale” is deemed to be the date of purchase or other acquisition
13 of Spectrum common stock. The date of a “short sale” is deemed to be the date of sale of Spectrum
14 common stock.

15 COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR
16 TRANSACTIONS IN SPECTRUM COMMON STOCK SHOULD BE ATTACHED TO YOUR
17 PROOF OF CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY
18 VERIFICATION OF YOUR CLAIM OR RESULT IN THE REJECTION OF YOUR CLAIM.
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20 **THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN**
21
SPECTRUM COMMON STOCK.

22 PLEASE NOTE: As set forth in the Plan of Allocation contained in the Notice, each
23 Authorized Claimant shall receive his, her, its, or their *pro rata* share of the Net Settlement Fund. If
24

25
26 _____
27 ² Information requested about your purchases/acquisitions on August 6, 2021 through and
28 including the close of trading on November 3, 2021 is needed only for the Claims Administrator to
confirm that you have reported all relevant transactions. Purchases/acquisitions during this period
are not eligible for a recovery because they are outside the Class Period.

1 the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be
2 included in the calculation and no distribution will be made to that Authorized Claimant.

3 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
4 transactions may request, or may be requested, to submit information regarding their transactions in
5 electronic files. This is different from the online submission process that is available at
6 www.SpectrumPharmaceuticalsSecuritiesSettlement.com. All claimants MUST submit a manually
7 signed paper Proof of Claim whether or not they also submit electronic copies. If you have a large
8 number of transactions and wish to file your claim electronically, you must contact the Claims
9 Administrator at edata@veritaglobal.com to obtain the required file layout. Any file not in
10 accordance with the required electronic filing format will be subject to rejection. Only one claim
11 should be submitted for each separate legal entity, and the complete name of the beneficial owner(s)
12 of the securities must be entered where called for. Distribution payments must be made by check or
13 electronic payment payable to the Authorized Claimant (beneficial account owner). The third party
14 filer shall not be the payee of any distribution payment or electronic distribution payment. No
15 electronic files will be considered to have been properly submitted unless the Claims Administrator
16 issues to the claimant a written acknowledgment of receipt and acceptance of electronically
17 submitted data.

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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 *Luo v. Spectrum Pharmaceuticals, Inc., et al.*

4 No. 2:21-cv-01612-CDS-BNW

5 **PROOF OF CLAIM AND RELEASE**6 **Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:**

7 _____, 2025

8 Please Type or Print9 REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER
10 DOCUMENTATION OF YOUR TRANSACTIONS IN SPECTRUM COMMON STOCK.
11 FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF
12 YOUR CLAIM OR RESULT IN THE REJECTION OF YOUR CLAIM.

| PART I: CLAIMANT IDENTIFICATION | | | | |
|---|---|---|----------------------------------|---|
| Last Name | M.I. | First Name | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| Last Name (Co-Beneficial Owner) | M.I. | First Name (Co-Beneficial Owner) | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| <input type="radio"/> IRA | <input type="radio"/> Joint Tenancy | <input type="radio"/> Employee | <input type="radio"/> Individual | <input type="radio"/> Other _____ (specify) |
| Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA | | | | |
| <input type="text"/> | | | | |
| Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above) | | | | |
| <input type="text"/> | | | | |
| Account#/Fund# (Not Necessary for Individual Filers) | | | | |
| <input type="text"/> | | | | |
| Social Security Number | | | | |
| <input type="text"/> - <input type="text"/> - <input type="text"/> <input type="text"/> | or | <input type="text"/> - <input type="text"/> - <input type="text"/> <input type="text"/> | | |
| Taxpayer Identification Number | | | | |
| Telephone Number (Primary Daytime) | | | | |
| <input type="text"/> - <input type="text"/> - <input type="text"/> <input type="text"/> | <input type="text"/> - <input type="text"/> - <input type="text"/> <input type="text"/> | | | |
| Telephone Number (Alternate) | | | | |
| <input type="text"/> | | | | |
| Email Address | | | | |
| <input type="text"/> | | | | |
| MAILING INFORMATION | | | | |
| Address | | | | |
| <input type="text"/> | | | | |
| Address | | | | |
| <input type="text"/> | | | | |
| City | State | Zip Code | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| Foreign Province | Foreign Postal Code | Foreign Country Name/Abbreviation | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | |

1 PART II: SCHEDULE OF TRANSACTIONS IN SPECTRUM COMMON STOCK

2 **A. Number of shares of Spectrum common stock held at the close of**
 3 **trading on March 6, 2018. If none, write "0" or "zero." _____**

4 **B. Purchases or other acquisitions of Spectrum common stock between**
 5 **March 7, 2018 and November 3, 2021, inclusive:**

| Trade Date(s) Month Day Year (List chronologically) | Number of Shares Purchased or Otherwise Acquired | Total Purchase or Acquisition Price (Excluding commissions, taxes and fees) | Proof of Purchase/ Acquisition Enclosed |
|--|---|---|---|
| 1. _____ | 1. _____ | 1. _____ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 2. _____ | 2. _____ | 2. _____ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 3. _____ | 3. _____ | 3. _____ | <input type="checkbox"/> Y <input type="checkbox"/> N |

11 IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: Yes

12 **C. Sales of Spectrum common stock between March 7, 2018 and**
 13 **November 3, 2021, inclusive:**

| Trade Date Month Day Year | Number of Shares Sold | Total Sales Price (Excluding commissions, taxes and fees) | Proof of Sale Enclosed |
|------------------------------|--------------------------|--|---|
| 1. _____ | 1. _____ | 1. _____ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 2. _____ | 2. _____ | 2. _____ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 3. _____ | 3. _____ | 3. _____ | <input type="checkbox"/> Y <input type="checkbox"/> N |

19 **D. Number of shares of Spectrum common stock held at the close of**
 20 **trading on August 5, 2021: _____**

21 Proof of Position Enclosed: Yes No

22 **E. Number of shares of Spectrum common stock held at the close of**
 23 **trading on November 3, 2021: _____**

24 Proof of Position Enclosed: Yes No

25 **YOU MUST READ AND SIGN THE RELEASE ON PAGE _____. FAILURE TO SIGN THE**
 26 **RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF**
 27 **YOUR CLAIM.**

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice.
4
5 I (We) also submit to the jurisdiction of the United States District Court for the District of Nevada
6 with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth
7 herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any
8 judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the
9 Claims Administrator to support this claim if requested to do so. I (We) have not submitted any
10 other claim covering the same purchases, other acquisitions, or sales of Spectrum common stock
11 during the relevant period and know of no other Person having done so on my (our) behalf.

12 **V. RELEASE**

13 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
14 finally, and forever waive, release, relinquish, discharge, and dismiss from the Released Plaintiff's
15 Claims each and all of the "Released Defendant Parties," defined as any or all of Defendants and/or
16 any or all of their current, former, or future parents, affiliates, subsidiaries, business units, divisions,
17 or controlling shareholders; and each and all of their and Defendants' respective current, former, or
18 future officers, directors, employees, members, managers, partners, principals, controlling
19 shareholders, agents, advisors, accountants, auditors, insurers, reinsurers, and attorneys; and the
20 predecessors, successors, estates, assigns, assignees, immediate family members, spouses, heirs,
21 executors, trusts, trustees, administrators, agents, legal or personal representatives of each of them, in
22 their capacities as such.

23 2. "Released Plaintiff's Claims" means all claims and causes of action of every nature
24 and description, whether known or unknown, including Unknown Claims (as defined below),
25 whether arising under federal, state, local, common, statutory, administrative or foreign law, or any
26 other law, rule or regulation, at law or inequity, whether class or individual in nature, whether

1 accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead
2 Plaintiff or any other Class Member has or could have asserted in any court or forum, based on,
3 arising out of, or in connection with: (i) any purchase or acquisition of Spectrum common stock
4 during the period between March 7, 2018, and August 5, 2021, inclusive; and (ii) the allegations,
5 acts, facts, matters, occurrences, transactions, disclosures, filings, representations, statements, or
6 omissions that were or could have been alleged by Lead Plaintiff or any other Member of the Class
7 in the Litigation. Released Plaintiff's Claims do not include: (i) any claims related to the
8 enforcement of the Settlement; (ii) any claims asserted in the actions styled: (a) *Christiansen v.*
9 *Spectrum Pharmaceuticals, Inc.*, Case No. 1:22-cv-10292-VEC (S.D.N.Y.); (b) *Ayoub v. Spectrum*
10 *Pharmaceuticals, Inc.*, Case No. 1:24-cv-8138-VEC (S.D.N.Y.); (c) *Changyoung Jung, derivatively*
11 *on behalf of Spectrum Pharmaceuticals, Inc. and Assertio Holdings, Inc. v. Francois Lebel, et al.*,
12 Case No. 2024-0821 (Del. Ch.); or (d) *Changyoung Jung, derivatively on behalf of Spectrum*
13 *Pharmaceuticals, Inc. and Assertio Holdings, Inc. v. Joseph Turgeon, et al.*, Case No. 2024-0822
14 (Del. Ch.); (iii) any claims arising out of ERISA; or (iv) any claims of any Person who or which
15 submits a request for exclusion from the Class that is accepted by the Court.

16 3. “Unknown Claims” means: (a) any and all Released Plaintiff's Claims that any of the
17 Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the
18 release of such claims; and (b) any and all Released Defendants' Claims that any of the Released
19 Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of
20 such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with
21 respect to this Settlement. With respect to: (a) any and all Released Plaintiff's Claims against the
22 Released Defendant Parties; and (b) any and all Released Defendants' Claims against the Releasing
23 Plaintiff Parties, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling
24 Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall
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1 be deemed to have, and by operation of the Judgment shall have expressly waived, any and all
2 provisions, rights, and benefits conferred by any law of any state or territory of the United States, or
3 principle of common law or foreign law, that is similar, comparable, or equivalent to California Civil
4 Code §1542, which provides:

5 A general release does not extend to claims that the creditor or releasing party
6 does not know or suspect to exist in his or her favor at the time of executing the
7 release and that, if known by him or her, would have materially affected his or her
settlement with the debtor or released party.

8 The Settling Parties shall fully, finally, and forever expressly waive any and all provisions, rights,
9 and benefits conferred by any law of any state or territory of the United States or any other
10 jurisdiction, or principle of common law, which is similar, comparable, or equivalent to California
11 Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that
12 they may hereafter discover facts, legal theories, or authorities in addition to or different from those
13 which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter
14 of the Released Plaintiff's Claims or Released Defendants' Claims, but: (a) the Releasing Plaintiff
15 Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish,
16 and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised,
17 settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the
18 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
19 finally, and forever, any and all Released Plaintiff's Claims against the Released Defendant Parties,
20 known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued,
21 whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter
22 exist, upon any theory of law or equity now existing or coming into existence in the future,
23 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a
24 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
25 different or additional facts, legal theories, or authorities; and (b) the Released Defendant Parties

1 shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and
2 release, and each Released Defendant Party shall be deemed to have waived, compromised, settled,
3 discharged, extinguished, and released, and upon the Effective Date, and by operation of the
4 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
5 finally, and forever, any and all Released Defendants' Claims against Lead Plaintiff, the Class, and
6 Lead Plaintiff's Counsel, known or unknown, suspected or unsuspected, contingent or non-
7 contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon
8 any theory of law or equity now existing or coming into existence in the future, including, but not
9 limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty,
10 law or rule, without regard to the subsequent discovery or existence of such different or additional
11 facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff
12 Parties and Released Defendant Parties shall be deemed by operation of law to have acknowledged,
13 that the foregoing waiver was separately bargained for and is a key element of the Settlement of
14 which this release is a part.

17 4. These Releases shall be of no force or effect unless and until the Court approves the
18 Stipulation and the Settlement becomes effective on the Effective Date.

CERTIFICATION

20 By signing and submitting this Proof of Claim, the claimant(s) or the Person(s) who
21 represent(s) the claimant(s) certifies (certify), as follows:

22 1. that I (we) read and understand the contents of the Notice and this Proof of Claim,
23 including the Releases provided for in the Settlement and the terms of the Plan of Allocation;

2. that the claimant(s) is a (are) Class Member(s), as defined in the Notice and on page
of this Proof of Claim, and is (are) not excluded from the Class by definition or pursuant to
request as set forth in the Notice;

1 3. that I (we) own(ed) the Spectrum common stock identified in the Proof of Claim and
2 have not assigned the claim against the Released Defendant Parties to another, or that, in signing and
3 submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;

4 4. that the claimant(s) has (have) not submitted any other claim covering the same
5 purchases/acquisitions of Spectrum common stock, and knows (know) of no other Person having
6 done so on the claimant's (claimants') behalf;

8 5. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to
9 claimant's (claimants') claim and for purposes of enforcing the Releases set forth herein;

10 6. that I (we) agree to furnish such additional information with respect to this Proof of
11 Claim as Lead Counsel, the Claims Administrator, or the Court may require;

12 7. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and
13 agree(s) to the Court's summary disposition of the determination of the validity and amount of the
14 claim made by means of this Proof of Claim;

16 8. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms
17 of any judgment(s) that may be entered in the Litigation; and

18 9. that the claimant(s) is (are) NOT subject to backup withholding under the provisions
19 of Section 3406(a)(1)(C) of the Internal Revenue Code because: (i) the claimant(s) is (are) exempt
20 from backup withholding; or (ii) the claimant(s) has (have) not been notified by the IRS that
21 he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends; or
22 (iii) the IRS has notified the claimant(s) that he/she/it is no longer subject to backup withholding. If
23 the IRS has notified the claimant(s) that he, she, or it is subject to backup withholding, please strike
24 out the language in the preceding sentence indicating that the claim is not subject to backup
25 withholding in the certification above.

1 UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE
2 INFORMATION PROVIDED BY ME (US) ON THIS PROOF OF CLAIM IS TRUE, CORRECT,
3 AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE
4 AND CORRECT COPIES OF WHAT THEY PURPORT TO BE EXECUTED THIS ____ DAY OF

5 _____ in _____
6 (Month/Year) (City) (State/Country)

7 _____
8 (Sign your name here)

9 _____
10 (Type or print your name here)

11 _____
12 (Capacity of Person(s) signing,
e.g., Beneficial Purchaser or Acquirer,
Executor or Administrator)

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**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it

Certified Mail, Return Receipt Requested.

6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN _____, 2025, ADDRESSED AS FOLLOWS:

Spectrum Pharmaceuticals Securities Settlement
Claims Administrator
c/o Verita Global
P.O. Box 301171
Los Angeles, CA 90030-1171
Online Submissions:
www.SpectrumPharmaceuticalsSecuritiesSettlement.com